IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE SIXTH DAY OF APRIL
TWO THOUSAND AND SIX

PRESENT

THE HON'BLE SRI JUSTICE BILAL NAZKI

and
THE HON'BLE SRI JUSTICE R.SUBHASH REDDY

WRIT PETITION No.21071 of 2003

Between:

Shameem Travels and another.

..... PETITIONERS

AND

Mumtaz Yarud Dowla Wakf and 2 others.

.....RESPONDENTS

ORDER: ***(Per Hon'ble Sri Justice Bilal Nazki,)***

This is a Writ Petition filed challenging the award of the Wakf Tribunal, Hyderabad, in O.S.No.142 of 2001, dated 30-07-2003.

For the sake of convenience, the parties will hereinafter be referred to as arrayed in the suit.

Admittedly, the property in question is notified Wakf Property under the Wakf Act, 1995. The tenancy was monthly. The Wakf Board filed a suit for eviction of the defendants, and the Tribunal framed the following two issues:

> '1. Whether the plaintiff is entitled for ejectment of defendant, arrears of rent and mesne profits?
>
> 2. To what relief ?'

According to the Tribunal, admittedly, the defendants were tenants of B.R.Associates, who has developed the property in pursuance of an agreement between the plaintiffs and B.R. Associates. Later on, the tenancy of the defendants was attorned in favour of the plaintiffs in April, 1999. Rent receipts were issued by Mumtaz Yarud dowla Wakf and they are marked as Exs.B.1 to B.8. While the second defendant was being examined as a witness, in chief-examination, he claimed that he had not executed any agreement in favour of the Wakf Board and that he was not tenant, but in the cross-examination, he admitted that rents were being collected by the first plaintiff-Mumtaz Yarud dowla Wakf, and he had also admitted that he entered into an agreement with the first plaintiff. He admitted his signature in Ex.A.5. Although the second defendant had disputed that he was tenant of the Wakf Board, but he had subsequently admitted it. Therefore, the Tribunal found that the tenancy had validly been determined.

The learned Counsel for the plaintiffs-Wakf Board

submits that this tenancy was created in the year 1999 and in terms of the Wakf Act, there cannot be any tenancy beyond three years.

In terms of Section 56 of the Wakf Act, 1995, a lease or sub-lease for any period exceeding three years of any immovable property, which is Wakf property, would be void and of no effect. Section 56 of the Wakf Act, further laid down that even the lease exceeding one year is null and void, if it is not granted with the previous sanction of the Wakf Board. This question was considered by a Bench of this Court in a judgment reported in ***Sri Shinde Enterprises, Hyderabad v. Arastu Talimi Trust, Hyderabad***. As such also, under Section 56 of the Wakf Act, the defendants-petitioners cannot claim any relief.

The Writ Petition is, accordingly, dismissed. No costs.

(Bilal Nazki, J)

6th April, 2006

(R.Subhash Reddy, J)

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